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25 **UNITED STATES DISTRICT COURT**
26 **EASTERN DISTRICT OF WASHINGTON**

26 JAMON RIVERA, an individual;
27 INLAND NW AGC, a membership
organization; SPOKANE HOME

No. 1:23-cv-03070-SAB

DECLARATION OF HOLLIS

DECLARATION OF HOLLIS BARNETT - 1
CASE NO. 1:23-cv-03070-SAB

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BUILDER'S ASSOCIATION, a nonprofit corporation; WASHINGTON STATE ASSOCIATION OF UA PLUMBERS, PIPEFITTERS AND HVAC/R SERVICE TECHNICIANS, a labor organization; CONDRON HOMES LLC, a limited liability company; PARAS HOMES LLC, a limited liability company; GARCO CONSTRUCTION INC., a for-profit corporation, NATIONAL PROPANE GAS ASSOCIATION, a national trade association, CITIZEN ACTION DEFENSE FUND, a nonprofit corporation; AVISTA CORPORATION; CASCADE NATURAL GAS CORPORATION; AND NORTHWEST NATURAL GAS COMPANY,

Plaintiffs,

v.

WASHINGTON STATE BUILDING CODE COUNCIL,

Defendant.

BARNETT

DECLARATION OF HOLLIS BARNETT

I, Hollis Barnett, declare as follows:

1. I am a 25 percent owner and Vice President of Garco Construction ("Garco"), located in Spokane, Washington. I have personal knowledge of the facts set forth herein.
2. Garco does large scale commercial construction projects across the country and mainly in the Pacific Northwest for municipalities and governmental entities and a few commercial clients. Garco typically has over 30 construction projects going at a time, and Garco's average annual revenue is \$300 million.
3. Garco has been designing more and more buildings that rely on electrical

1 cooling systems; however, for heating Garco and its customers typically use
2 natural gas systems. For large-scale commercial building projects, utilizing
3 electrical heating systems, as required by the code changes, will cause
4 additional costs and delays. The requirement to install an electrical heating
5 system effectively bans the use of natural gas heating systems. In order to
6 provide enough power for an electrical heating system for a large building,
7 the power requirements will likely double in size. For example, a building that
8 would typically require an 800 amp service if heated with natural gas, will
9 likely require a 1,600 amp service instead. The larger 1,600 amp service, will
10 require larger, electrical switch gear with specialized components that are
11 typically manufactured and supplied out of China. While the switch gear
12 required for a smaller electrical service is more readily available for purchase
13 in the United States, the bigger switch gear is difficult to procure domestically.

14 4. Procuring the required electrical switch gear to support the electrical heating
15 equipment required by the code changes will cause extensive delays on our
16 construction projects of 26 to 52 weeks.

17 5. Many of Garco's construction projects are pursuant to federal contracts, and
18 under those contracts, the federal government does not reimburse Garco for
19 time lost caused by force-majeure related supply-chain delays. Typically the
20 federal government considers delays caused by state and local laws are
21 considered to fall within the ambit of those contracts' force-majeure clauses.
22 Garco will likely incur millions of dollars in additional, unreimbursed
23 overhead due to the code changes.

24 6. Additionally, on some of our projects, the transformers that supply the
25 electricity to our projects will have to be upgraded, at Garco's or our
26 customers' expense.

27 7. The energy code changes are causing harm to Garco and its customers.

1 Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing
2 is true and correct.

3 Executed on this May 31 day of May 2023, at Spokane, Washington.

DocuSigned by:

Hollis Barnett

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HOLLIS BARNETT